

RECORDATION NO. 20846- FILED

DEC 29 '98

11-30AM

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 29, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Amendment Number 1 to Lease Agreement and Lease Supplement No. 6, dated December 21, 1998, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Lease Agreement which was previously filed with the Board under Recordation Number 20846.

The names and addresses of the parties to the enclosed document are:

Lessor: Star Bank, National Association
425 Walnut Street
Cincinnati, OH 45201-9140

Lessee: Power Flats, Ltd.
1000 West Ormsby Avenue, Suite 120
Louisville, KY 40210

A description of the railroad equipment covered by the enclosed document is set forth on Schedule 1 attached to Lease Supplement No. 6.

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Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

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AMENDMENT NUMBER 1 TO LEASE AGREEMENT

THIS AMENDMENT NUMBER 1 TO LEASE AGREEMENT (this "Amendment") is made and entered into as of December 21, 1998 among Star Bank, National Association, a national banking association ("Lessor"), Power Flats, Ltd., a Kentucky limited partnership ("Lessee"), and OPM Services, Inc., a Kentucky corporation ("Guarantor").

RECITALS:

I. Lessor, Lessee, and Guarantor are parties to that certain Lease Agreement dated as of September 2, 1997 as heretofore supplemented and/or amended from time to time (the "Lease").

II. Lessor, Lessee, and Guarantor now mutually desire to amend the Lease in part, as further specified in this Amendment.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee, and Guarantor agree as follows:

A. Capitalized terms used, but not otherwise defined, in this Amendment shall have the meanings provided in the Lease unless the context clearly requires otherwise.

B. Section 2(b) of the Lease is hereby amended to read in its entirety as follows:

(b) Security Deposit; Closing Fees; Expenses. On the Closing Date with respect to a Railcar, Lessee shall pay to Lessor (i) a security deposit in the amount of 10% (provided, however, that such percentage shall be lowered to 5% with respect to any Closing Date with respect to a Railcar occurring on or after December 21, 1998) of the Lessor's Cost with respect to such Railcar, with all such security deposits to be held by Lessor in a separate interest-bearing account, and (ii) a closing fee in the amount of 1% of the Lessor's Cost with respect to such Railcar. In addition, Lessee shall pay to Lessor promptly upon request of Lessor all other reasonable out-of-pocket costs and expenses incurred by the Lessor in connection with this Lease and any Lease Supplement, including, without limitation, attorneys fees and expenses, filing and recording fees and appraisal costs.

C. Section 16(c) of the Lease is hereby amended to read in its entirety as follows:

(c) Financial Covenants.

(i) The Lessee agrees that it shall not permit its tangible net worth to be less than \$2,000,000 at any time on or after December 21, 1998 during the Lease Term, and the Guarantor agrees that it shall not permit its tangible net worth to be less than \$800,000 at any time on or after December 21, 1998 during the Lease Term. For purposes of this Lease, "tangible net worth" shall have the meaning and be determined in accordance with generally accepted accounting principles consistently applied in accordance with past practices.

(ii) The Lessee agrees that it shall maintain a fixed charge coverage ratio of not less than 1.0 to 1.0 as of the last day of each fiscal year, beginning with the fiscal year ending December 31, 1997. For purposes of this Lease, "fixed charge coverage ratio" shall mean the ratio of (i) the sum of net income, plus depreciation, plus interest expense, plus operating lease expense, minus dividends, to (ii) the current portion of all long term debt plus interest expense and operating lease expense.

(iii) Other than distributions of cash payable to the Lessee's partners in an aggregate amount not more than the lesser of 50% of the Lessee's annual earnings or such aggregate amount as is necessary to meet such partners' tax liabilities for income of the Lessee being attributed to them, which distributions shall be payable only as long as the Lessee is a limited partnership or other similar tax pass-through entity and no Event of Default has occurred and no Default or Event of Default would result from any such payment, and other than fair and reasonable management fees payable on a periodic basis by the Lessee to the Guarantor for management services actually provided by the Guarantor, which fees shall be payable (unless the Lessor otherwise consents in writing) only as long as no Event of Default has occurred and no Default or Event of Default would result from any such payment, and other than additional distributions by the Lessee to its partners of which the Lessee requests the Lessor's consent and to which the Lessor grants its consent (which will not be unreasonably withheld), the Lessee agrees that it shall not make (and the Guarantor agrees that it shall not accept or receive) any distribution of the Lessee's assets to, and the Lessee agrees that it shall not declare or pay or make (and the Guarantor agrees that it shall not accept or receive) any dividend, management fee payment, loan, advance, and/or extension of credit to, or investment in, any Affiliate of the Lessee, including, without limitation, the Guarantor or any other partner of the Lessee. The foregoing shall not relate back to management fees that were proper at the time paid by the Lessee and the foregoing shall not restrict the

Lessee's ability to continue to accrue obligations for earned, but unpaid, management fees to the Guarantor at any time while such management fee payments cannot be made, as provided in the foregoing sentence, but in any event, the Lessee and the Guarantor acknowledge that all such management fee obligations that accrue are subordinate, and junior in priority, to irrevocable payment in full of all debts, liabilities, and obligations of the Lessee to the Lessor.

(iv) Other than dividends payable to the Guarantor's shareholders in an aggregate amount not more than the lesser of 50% of the Guarantor's annual earnings or such aggregate amount as is necessary to meet such shareholders' tax liabilities for income of the Guarantor being attributed to them (the amount of the foregoing permitted dividends being referred to hereinafter as the "Tax Dividends") and other than additional dividends payable to the Guarantor's shareholders in an aggregate amount not more than 50% of the difference the Guarantor's annual earnings and the Tax Dividends relating to such year, any of which dividends shall be payable only as long as the Guarantor is a Subchapter S corporation or other similar tax pass-through entity and no Event of Default has occurred and no Default or Event of Default would result from any such payment, the Guarantor agrees that it shall not make any distribution of the Guarantor's assets to, and the Guarantor agrees that it shall not declare or pay or make any dividend, loan, advance, and/or extension of credit to, or investment in, any Affiliate of the Guarantor, including, without limitation, any shareholder of the Guarantor.

D. As amended by this Amendment, the Lease shall remain in full force and effect, and all references in the Lease or in any of the other Operative Documents to the Lease shall mean the Lease as amended by this Amendment.

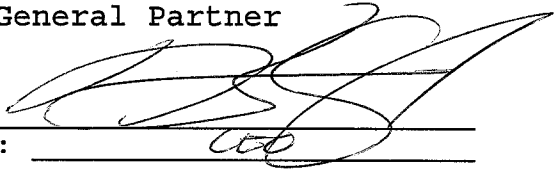
IN WITNESS WHEREOF, each of the Lessor, the Lessee, and the Guarantor has caused this Amendment to be duly executed and delivered on its behalf by its respective representative thereunto duly authorized as of the date first set forth above.

STAR BANK, NATIONAL ASSOCIATION
as Lessor

By: Matthew F. Azhar
Title: V.P.

POWER FLATS, LTD., as Lessee

By: OPM Flats, Inc., its
General Partner

By: 
Title: _____

OPM SERVICES, INC., as Guarantor

By: 
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 21 day of December, 1998, before me personally appeared Mathew F. Iacobucci, to me personally known, who being by me duly sworn, says that he is Vice President of Star Bank, National Association, a national banking association, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



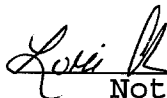
Notary Public **DAVID M. WILSON**
Notary Public, State of Ohio
My commission expires: My Commission Expires Aug. 24, 2003

[Notary Seal]

My commission expires: _____

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 23rd day of December, 1998, before me personally appeared Kent Oyler, to me personally known, who being by me duly sworn, says that he is the President of OPM Flats, Inc., a Kentucky corporation, the general partner of Power Flats, Ltd., a Kentucky limited partnership, that said instrument was signed on behalf of said partnership by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



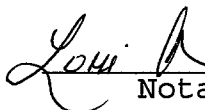
Notary Public

[Notary Seal]

My commission expires: 9/24/2001

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 23rd day of December, 1998, before me personally appeared Kent Oyler, to me personally known, who being by me duly sworn, says that he is the President of OPM Services, Inc., a Kentucky corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

 _____
Notary Public

[Notary Seal]

My commission expires: 9/24/2001

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